

granted or delegated to the TRUSTEES, but to suffer and permit the execution of every power as though no law or laws had been made or enacted. The GRANTOR, for the GRANTOR and all who may claim under the GRANTOR, waives, to the extent that the GRANTOR lawfully may, all right to have the SECURED PROPERTY marshalled upon any foreclosure hereof.

Section 3.5. Assignment of Leases and Rents. The GRANTOR assigns to the BENEFICIARY all leases and rents of the REAL PROPERTY, independent of whether a receiver is appointed or not; provided, however, that nothing herein shall obligate the BENEFICIARY to perform on behalf of the GRANTOR any of the GRANTOR'S duties or obligations under any lease or shall entitle any lease to continue in full force and effect after a foreclosure sale unless the BENEFICIARY has affirmatively elected, as provided elsewhere herein, to make the foreclosure sale subject to a lease. The assignment of leases and rents shall be effective immediately and is not dependent on the existence or declaration of an event of default. In the event the GRANTOR has executed a separate lease and rent assignment agreement with the BENEFICIARY, the terms and conditions contained therein are incorporated by reference in this Deed of Trust and such terms and conditions control in the event of any inconsistency with the items and conditions contained herein regarding assignment of leases and rents.

Section 3.6. Uniform Commercial Code. The BENEFICIARY, or the TRUSTEES acting on behalf of the BENEFICIARY, may exercise all rights and remedies of a secured creditor under the Maryland Uniform Commercial Code, as amended, with respect to any part of the SECURED PROPERTY constituting personal property and subject to the security interest created by this Deed of Trust, including the right to take possession of the aforementioned personal property without the use of judicial process and the right to require the GRANTOR to assemble the same at the REAL PROPERTY or disposition of so much of the SECURED PROPERTY as may constitute personal property and subject to the security interest created by this Deed of Trust shall be considered commercially reasonable if made pursuant to a public sale which is advertised at least twice in a newspaper of local circulation in the community where the REAL PROPERTY is located. Any notice required by Section 9-504 of the Maryland Uniform Commercial Code to be given to the GRANTOR shall be considered reasonable and properly given if mailed by general delivery mail to the GRANTOR at the GRANTOR'S last known address in the records of the BENEFICIARY at least five (5) days prior to the date of any scheduled public sale.

Section 3.7. Remedies Nonexclusive. The rights and remedies provided in this Article in the event of default by the GRANTOR shall be nonexclusive and shall be in addition to all other remedies and rights available under this Deed of Trust, the PROMISSORY NOTE, and any other LOAN DOCUMENTS or applicable law. All rights and remedies available in the event of default shall be cumulative and the exercise of any one or more of the available rights and remedies shall not be considered as or result in a waiver of any other right or remedy and any particular right or remedy may be exercised in conjunction with any or all other rights and remedies provided hereunder or under any other LOAN DOCUMENT.

ARTICLE IV - MISCELLANEOUS

Section 4.1. Liability and Authority of Trustees. The TRUSTEES shall be protected in acting upon any notice, request, consent, demand, statement note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The TRUSTEES shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which the TRUSTEES may do or refrain from doing in good faith, nor generally shall the TRUSTEES have any accountability hereunder except for

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